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REAL PROPERTY AGREEMENT

VOL 870 PAGE 377

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree

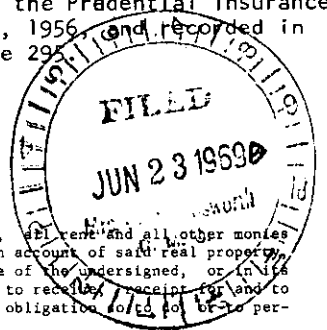
1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below; and
2. Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property described below, or any interest therein; and
3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, as rental, or otherwise, and howsoever for or on account of that certain real property situated in the County of

Greenville, State of South Carolina, described as follows:

All that certain piece, parcel or lot of land, with the buildings and improvements thereon lying and being on the easterly side of Merrimac Court, in the City of Greenville, South Carolina being shown as Lot No. 84 on the plat of Stone Lake Heights Section 2, as recorded in the RMC office for Greenville County, S. C. In Plat Book W, page 87 and having according to said plat the following metes and bounds,

For deed into grantors see Deed Book 546 page 511. For restrictions see Deed Book 483 page 355

As part of the consideration hereof the grantees assume and agree to pay the unpaid balance of \$18,090.08 due on the certain mortgage given by the grantors herein the Prudential Insurance Company of America, in the original amount of \$18,700.00 dated March 2, 1956, and recorded in the RMC Office for Greenville County, S. C. In Mortgage Book 670, page 295.



and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rents and all other monies whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever for or on account of said real property, and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the name of the undersigned, or in its own name, to endorse and negotiate checks, drafts and other instruments received in payment of, and to receive receipts for and to enforce payment, by suit or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation to perform or discharge any obligation, duty or liability of the undersigned in connection therewith.

4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith.
5. That Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.
6. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness [Signature] x Robert A. Ballard  
 Witness J. William Hughes x Harriet J. Ballard  
 Dated at: Greenville, S.C. 6-19-69  
 Date

State of South Carolina  
County of Greenville, S.C.

Personally appeared before me Marion F. Austin who, after being duly sworn, says that he saw the within named Robert A. & Harriet J. Ballard sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with J. William Hughes witnesses the execution thereof.

Subscribed and sworn to before me this 19 day of June, 1969

Stamm R. Weaver  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor.

SC-75-R

5-1-78

Recorded June 23, 1969 At 9:30 A.M. # 30687

agreement  
FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 9 PAGE 217

SATISFIED AND CANCELLED OF RECORD  
24<sup>3</sup> DAY OF August 1972  
Elizabeth Heddl